

# Kirk Smeaton C of E Primary School

## CHARGING & REMISSIONS POLICY FOR SCHOOL ACTIVITIES & LETTINGS

Adopted: May 2017 To be reviewed: May 2019

This policy takes guidance from the DFE Policy – ‘Charging for School Activities’ which has been recently revised and Local Authority guidance on school lettings. Sections 449-462 of the Education Act 1996 set out the law on charging for school activities in schools maintained by local authorities in England. This guidance complements the information given in “A Guide to the Law for School Governors” (Chapter 23) and reflects the terms of the Education Act 1996.

This Policy will be reviewed on an annual basis by the School’s Finance Committee and will be adjusted in line with new Government or Local Authority recommendations. It sets out the School’s position on charges, remissions and lettings.

### PART A – Parents/Carers and pupils

#### 1. Activities and Visits

If the number of School sessions taken up by the visit is equal to or greater than 50% of the number of half days spent on the visit, it is deemed to have taken place during normal School hours (even if some activities take place late in the evening). Whatever the starting and finishing times of the day, regulations require that a school day be divided into two sessions: a ‘half day’ means any period of 12 hours ending with noon or midnight on any day. Time spent on travel counts in this calculation if the travel itself occurs during School hours. Activities during normal School hours may only involve a request for a voluntary contribution; parents may be charged an amount to cover the costs incurred to the School for activities mainly taking place outside of School hours.

Parents should be informed of the decision to ask for contributions at the planning stage of activities. Planned activities may be cancelled if financial support is not forthcoming. Parents may be asked to make a voluntary contribution towards activities taking place during School time, or towards activities which are a necessary part of the National Curriculum, or towards activities that form part of the School’s basic curriculum for Religious Education. Parents will be asked to meet the full cost of optional extra activities that occur outside of normal School hours, where these activities are not a necessary part of the National Curriculum. Parents will be asked to meet the full cost of board and lodging, and to make a voluntary contribution towards travel expenses for residential visits which fall, in the main, during normal School sessions. Students whose parents are receiving the following benefits should not be prevented from taking part in any School activity or trip that is open to other students:

- Income Support (IS);
- Income Based Jobseekers’ Allowance (IBJSA);
- support under part VI of the Immigration and Asylum Act 1999;
- Child Tax Credit, provided that Working Tax Credit is not also received and the family’s income (as assessed by Her Majesty’s Revenue and Customs) does not exceed the limit set by HMR&C
- the guarantee element of State Pension Credit
- any similar income related employment and support allowances introduced by the Government.

Any charge made in respect of individual students will not exceed the actual cost of providing the optional extra activity, divided equally by the number of students participating. It will not include an element of subsidy for any other students wishing to participate in the activity whose parents are unwilling or unable to pay the full charge. In calculating the cost of optional extras an amount may be included in relation to:

- any materials, books, instruments, or equipment provided in connection with the optional extra;
- non-teaching staff;
- teaching staff engaged under contracts for services purely to provide an optional extra, this includes supply teachers engaged specifically to provide the optional extra; and
- the cost, or a proportion of the costs, for teaching staff employed to provide tuition in playing a musical instrument, where the tuition is an optional extra.

In cases where a small proportion of the activity takes place during School hours, the charge will include the cost of alternative provision for those students who do not wish to participate. Therefore no charge will be made for supply

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teachers to cover for those teachers who are absent from School accompanying students on a residential visit. Participation in any optional extra activity will be on the basis of parental choice and a willingness to meet the charges. Parental agreement is therefore a necessary pre-requisite for the provision of an optional extra where charges will be made.

### Voluntary Contributions and Responsibilities of Staff

Nothing in legislation prevents a Governing Body or Local Authority from asking for voluntary contributions that would benefit the School or any School activities and the School will invite parents and others from time to time to make voluntary contributions to enable the provision of activities and visits which may not otherwise be possible. If the activity cannot be funded without voluntary contributions, this will be made clear to parents at the outset. The Governing Body or Headteacher will make it clear to parents that there is no obligation to make any contribution. No student will be excluded from an activity because his or her parents are unwilling or unable to pay. However, if insufficient voluntary contributions are raised to fund a visit, it may not go ahead. Staff organising visits should make this clear to parents. Staff organising a trip will make it clear to parents at the outset what their policy for allocating places on the visit will be.

Activities outside of normal lesson times and not within the National Curriculum (ranging from visits abroad to school matches) are classed as 'optional extras'. Parents may be asked to meet the full cost of these activities. In the case of residential experiences, every effort will be made to offer value for money but the cost might be quite high. It is intended that School-based extra curricular activities should be free or very low cost. The School will do its best to offer assistance or remission of charges in any case where there is hardship.

For activities during normal School hours and/or within the National Curriculum, parents may be asked to make a voluntary contribution to cover the cost of the activity to enable it to go ahead. Each year, such visits are likely to include visits to museums and galleries for Art, and theatre trips in English and Drama.

When making requests for voluntary contributions to School funds, parents will not be made to feel pressurised into paying as it is not compulsory.

Charges and contributions should cover the anticipated costs. If contributions from an activity exceed the actual cost, the School will refund surpluses.

Parents may be asked to meet the costs of private music tuition in full, where tuition is given either to an individual student or to students in small groups. General fundraising and sponsorship may be used to permit additional activities.

## **2. Music Tuition**

The law states that all education provided during school hours must be free, but music lessons are an exception to this rule. The Education and Inspections Act 2006 introduced a regulation-making power which allowed the Department for Children, Schools and Families to specify circumstances where charging can be made for music tuition. The new Regulations, which came into force in September 2007, provide students with greater access to vocal and instrumental tuition. Charges may now be made for teaching either an individual student or groups of any appropriate size (provided that the size of the group is based on sound pedagogical principles) to play a musical instrument or to sing. Charges may only be made if the teaching is not an essential part of either the National Curriculum or a public examination syllabus being followed by the student(s).

## **3. Extended Schools –**

Kirk Smeaton C of E School provides a term time only after school childcare service for 3-11 year olds at the 'After School Club'. Parents will be charged for use of the service and the session times and charges are as follows:

Full afternoon session including snack - 3.30pm until 6pm	- £7.00
One hour afternoon session	- £4.00

## **4. Early Years**

Kirk Smeaton C of E School runs an afternoon Nursery, 'Starfish Explorers'. The session runs from 12.30pm- 3.30pm.

### Nursery Charges for Additional Sessions over the funded 15 hours

All 3 and 4 year old children have an entitlement to 15 hours funded entitlement and this entitlement must always be completely free at the point of delivery. A parental agreement will be required in relation to the funded 15 hours provision. (From April 2017 Nursery children may be eligible for 30 free hours of childcare.) Additional sessions over the 15 hours per week entitlement may be available but this is dependant upon the number of children who are attending for funded sessions and to whom priority will be given. Currently these sessions consist of 3 hours and will be charged at £5 per session. From September 2017 a fee of £4 per hour will be charged. The parental agreement should include details of the additional chargeable sessions which will only be guaranteed for the duration of ½ term with the agreement being put into place each term to define requirements, again dependant upon availability.

### Lunchtime Sessions

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The school can charge parents a fee **£4** per lunchtime session to cover for additional supervisory staffing provision for nursery children attending the lunchtime session.

An optional charge of **£2.20** will cover school dinner where required (packed lunches may be provided by parents if preferred).

#### Free School Meals

For information on free school meals where applicable please see the School Office Manager.

Where there is entitlement to a Free School Meal the lunchtime supervision charge will be waived for the sessions that the Free School meal applies.

#### **Music tuition (2), early years (4) and extended school (3)**

##### **Invoicing and Payment Procedures**

An invoice for the additional sessions will be sent to parents half termly in advance. Where immediate payment of the invoice may cause hardship, parents are advised to contact the Headteacher in writing upon receipt of invoice. The School will do its best to assist with payment arrangements basing individual requests on their own merit. Note: late payment may incur additional charges (see Important Note and Late Payment Charges below) and non payment will result in the termination of the contract with immediate effect unless an individual agreement has been arranged.

##### **Non Attendance or Cancellation**

There will be no refunds (full or part) for non attendance of chargeable sessions.

Fees for additional sessions are chargeable for a full term and cancellation of the agreement will result in a cancellation charge for the remainder of fees due up to the end of the term. The cancellation charge may be waived or reduced at the discretion of the Headteacher basing individual requests on their own merit. All requests for waiving/reduction of cancellation fee must be put in writing to the Headteacher. Note: late payment may incur additional charges (see Important Note and Late Payment Charges below)

##### **Important Note:**

Any sums payable by parents for optional extras such as unpaid nursery fees, extended school provision etc to which they have agreed in writing, or for board and lodging shall be recoverable as a civil debt and may also be subject to late payment charges.

##### **Late Payment Charges:**

Charges will be levied at the higher of **£5.00 or 5%** of the outstanding debt, to cover associated administration costs.

##### **Miscellaneous**

Parents may be charged for some or all of the cost of damage to School property where this has been intentional.

Parents will be expected to meet some or all of the cost for replacing lost or damaged books or equipment.

## **PART B – Lettings and miscellaneous charges**

### Scale of charges

#### **1. Letting of rooms / site**

School Hall- private provider classes	£ 15 per hour	
School hall- parties	£ 15 per hour	+ 50 minutes tidying time free
Playing Field- private provider	£ 10 per hour	

The community room is let privately from the development group. If you wish to have running water, you will need to hire both the school hall and the community room. This is offered at combined reduced cost of £20 per hour. Details of how to book and pay for this are available upon request.

The Governing Body reserves the right to require a deposit over and above the hiring charge as provision against damage to the premises (including any equipment) or the premises being left in an unacceptable condition, necessitating additional costs for cleaning, caretaking or other expenses.

The amount of the deposit is currently £50.

Where the Governing Body agrees, private providers running regular classes requiring to retain a key during the term of their block letting, may be required to pay a deposit of £20 to cover the cost of cutting an extra key and/or towards any costs that may be incurred if the key is lost or stolen.

Whether or not a deposit has been taken, the School will seek to recover any and all costs incurred which were unavoidable and resulted directly from a cancelled letting, additional cleaning, caretaking, loss of a key or any other expenses. The School will not always employ a continuous caretaking presence during lettings, but the Governing Body reserves the right to insist upon this where the nature of the hiring may leave the School vulnerable to theft or damage.

Charges for lettings will be reviewed annually by members of the Finance Committee of the Governors.

In arriving at the charges for lettings and hiring of the premises, the School will use the following principles:

- (i) private users will be charged on a cost plus income margin to enable income generation that can contribute towards wear and tear incurred and the replacement of furnishings/equipment, enabling the sustainability of lettings and hire
- (ii) there will be parity of treatment for similar users
- (iii) overall, the cost of letting School facilities should be recovered from users
- (iv) at the discretion of the Headteacher and the Lead Governors for Finance matters, charges for any letting may be discounted or a subsidy may be given.

New applicants wishing to use the School premises will be vetted, as appropriate to their request, before a contract with them is offered. Full contact details will be required and the Local Authority's terms and conditions relating to such contracts will apply for lettings and hire of the premises.

All formal hiring of the School's premises, including those for which no charge is made, shall be documented by the School's Business Manager or Admin Assistant. Hirers must complete an appropriate hire agreement/lettings form and will receive a copy of the conditions of hire. The hire agreement is a contract which Governors may enforce in law.

For the purpose of charging, the Governing Body, Headteacher, or member of staff to which this duty is suitably delegated, will be empowered to determine to which group any particular individual or organisation belongs. The basis of charging will be determined by the purpose for which a letting is arranged as per the Local Authority's guidelines. Charges are available on request from the School's Finance Office and will be reviewed each year.

#### **Payment in advance**

The School's Governing Body will be mindful of their responsibilities in safeguarding the School from bad debt. Therefore, payment at the time of booking will be the preferred option. Cheques or cash are both acceptable and, in all cases, official receipts will be issued. The School will allow the extension of credit to local organisations and individuals where they are satisfied that these are credit worthy. The School reserves the right to withdraw credit facilities where prompt payment is not received. In all cases, where credit is extended, an official invoice will be issued. The Governors

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will not normally extend credit for lettings where the invoice value is less than fifty pounds (£50). The School Business Manager will refer any queries or concerns regarding the creditworthiness of person(s) or groups wishing the hire the premises to the Governing Body or Headteacher.

2. **Photocopying charges**

10p per copy (reduced rates for large numbers of copies)

3. **Private telephone charges**

Staff and others using a School telephone may do so, with the prior agreement of the Headteacher or School Business Manager at the rate charged by the telephone supplier.

4. **Important Note: Value Added Tax**

The Governors are constrained by law to apply value added tax to all transactions where appropriate.

Approved By Governors:

Signed \_\_\_\_\_ Date \_\_\_\_\_

Charging and Remissions  
**Kirk Smeaton C of E School**  
**Hire Arrangements Policy**

**Adoption**

The Governing Body of Kirk Smeaton C of E School adopted the hire arrangements policy as set out in this document on 29.3.17.

**Introduction**

The Governing Body is committed to ensuring the efficient use of the school's premises and making them available for use by the local community.

However, the overriding aim of the Governing Body is to support the school in providing the best possible education for its pupils, the promotion of equality and opportunity and the community cohesion of the local area. Any hiring out of the premises to outside organisations will be considered with this in mind.

**Definition of a Hire Arrangement**

A hire arrangement may be defined as:

“Any use of the school buildings or grounds by parties other than the school and its partners. This may be a community group (such as a local football team) or a commercial organisation (such as a local “Weight Watchers” branch).”

The following activities fall within the day to day business of the school and are not considered to be hire arrangements.

- Governing body meetings
- Extra-curricular activities arranged and run by the school for pupils
- Parents meetings
- PTA meetings

The costs arising from these uses are therefore a legitimate charge against the school's delegated budget.

**Types of Hire Arrangements**

The Governing Body has agreed to define hire arrangements under the following categories:

- **School Hire Arrangements** for activities for pupils or their parents/carers that provide educational benefit to pupils that the school wishes to subsidise;
- **Community Hire Arrangements** for other community activities which should be made on the basis of full cost recovery; and
- **Commercial Hire Arrangements** will be charged on a cost plus an income margin for the school.

**Hire Arrangement Times, Available Facilities and Equipment**

The following times, facilities and equipment available are agreed as follows:

Resources	
Hall	Chairs and tables Crash mats No admittance to cupboard 1 and 2 and kitchen.
Field	Fitness park Fixed equipment No usage of sheds and storage boxes.
Times	
Hire Arrangement times will usually be any time outside normal school hours (8.50 am – 3.30 pm). An example of when that might not be the case would be when a school hire arrangement requires use of these facilities at that time.	

Variations to these facilities and times will be subject to the approval of the headteacher.

**Priority for Hire Arrangements**

Being mindful of the needs of the local area, the Governing Body has undertaken an assessment of local needs. This information has been used to determine the priorities for hire arrangements. The following hire arrangements are especially encouraged:

- Educational activities open to school pupils and their families

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- Recreational activities open to school pupils and their families
- Activities organised by local community groups for the benefit of the local community
- Hire arrangements to parents attached to the school / people living in the local community / voluntary organisations / women's groups / disability groups / low income groups / children's groups / youth groups etc

The following activities are not considered appropriate for hire arrangements as they are either well provided for in the local area, are not deemed to be compatible with the ethos of the school or are not able to be accommodated within the school's facilities:

- commercial activities with little potential to generate income or support the school, events selling alcohol or promoting gambling

#### Applications

Organisations or individuals seeking to hire the school premises should contact the school office.

Following receipt of an enquiry, the enquirer shall be provided with a Hire Arrangements Information Pack which includes copies of the following:

- i. the School's Hire Arrangements policy;
- ii. the Hire Arrangements Contract for Block Booking or for One Off Booking (as applicable);
- iii. the School's Terms and Conditions;
- iv. the Scale of Charges (users shall be given 28 days' notice in writing of any variation to charges); and
- v. the Application Form

All applications for the hire of accommodation must be made on the provided application form and submitted to the Headteacher at least three weeks before the proposed date of the hire arrangement.

Applications from young persons under the age of 18 must include the name, address and signature of the guarantor who shall be over the age of 18.

The person signing the application form (or, in the case of a young person under the age of 18, the guarantor) will be considered to be the Hirer and in doing so will be in acceptance of the terms and conditions of the hire arrangement.

A record of all enquiries shall be kept on file.

New applicants wishing to use the School premises will be vetted, as appropriate to their request, before a contract with them is offered. Full contact details will be required and the Local Authority's terms and conditions relating to such contracts will apply for lettings and hire of the premises.

The Headteacher or other designated member of staff will decide on the application with consideration to:

- The priorities for hire arrangements agreed by Governors and set out in the school's hire arrangements policy
- The availability of the facilities and staff
- The school's equal opportunities, health and safety, child protection policies
- The health and safety considerations such as numbers of users, age range of users, type of activity, qualifications of instructors etc. For example, where an application for a commercial hire arrangement and is to offer an activity for children under the age of 12, for which a charge will be made, that application will only be considered where the maximum number of places being offered to children at any one time meets the following criteria:
  - If there is just a single adult present and running the session – maximum to be 20
  - For each subsequent adult, over the age of 18 present for the purpose of assisting in the running of the session, a further 10 places may be offered per such adult or, where a second or subsequent adult holds appropriate qualifications relevant to the activity being offered, a further 20 places may be offered per such adult.

Once a hire arrangement has been approved, a letter of confirmation will be sent to the Hirer.

The Hirer will be invoiced for the cost of the hire arrangement in accordance with the Governing Body's current scale of charges. We will seek payment in advance in order to reduce any possible bad debts and/or a deposit to cover damage. An official receipt will be issued for all payments received.

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### Charging and Remissions

The income and expenditure relating to hire arrangements shall be clearly recorded by the school and reported under the guidelines for Consistent Financial Reporting.

The Headteacher on behalf of the Governing Body has the right to refuse an application and no hire arrangement shall be regarded as "booked" until approval has been given in writing and payment received in full. The reason for refusals shall be recorded on the application form and fully explained to the enquirer.

### Charges and deposits.

The charges payable shall be those applying at the time of the hiring and not at the time of application.

Within 14 days of the end of the hire arrangement any deposit taken in accordance with the Charging and Remission Policy shall be refunded to the Hirer subject to any deductions that may be made for loss or damage to school premises/equipment.

### Management of Hire Arrangements

The Governing Body has delegated day-to-day responsibility for hire arrangements to the Headteacher in accordance with the Governing Body's policy. Where appropriate, the Headteacher may delegate all or part of this responsibility, such as security, child protection, etc to other members of staff, whilst still retaining overall responsibility for the hire arrangements process.

If the Headteacher has any concern about whether a particular request for a hire arrangement is appropriate or not, (s)he will consult with the Chair of Governors.

The school should ensure that the terms of any contract for hire arrangements such as sports activities, theatre groups, cubs and scouts, etc that will require the contractor to employ staff or use volunteers to work with, or provide services for children, regardless of whether they attend the school or not, also requires the contractor to adopt and implement appropriate safeguarding policies and procedures. They shall also monitor the contractor's compliance. An annual report on hire arrangements will be delivered to the Governing Body and will include information on users, finance, incidents and accidents, enquiries and any hire arrangements refused.

### Security

The Headteacher has delegated authority to determine the security risk for each hire arrangement and shall be responsible for allocating a continuous security presence or other control measure.

Entrance to the school shall be via the main door. Hirers will pick up a key from the school office no later than 3.30pm the Friday before hiring the hall.

The Hirer must use only that area of the premises hired and must observe any instructions given by the School concerning the areas available and unavailable.

The Hirer shall not have access to the school's landline telephone and shall be required to have access to their own acquired mobile phone for emergencies.

### Conduct of Users

The Hirer shall be present at all times during the hire and shall be responsible for the maintenance of good order; special attention shall be given to:

- The behaviour of those in attendance;
- The interests of residents in the neighbourhood so that they are not disturbed or caused any inconvenience;
- Other functions being held elsewhere on school premises so that they are not interfered with;
- All those in attendance vacating the premises in an orderly manner and by the finishing time as stated on the application form.

Smoking is not allowed within the school's perimeter.

Animals, other than Guide Dogs, are not permitted anywhere on the school premises except with the express approval of the Governing Body.

### Indemnity and Insurance

Neither North Yorkshire County Council nor the school shall be liable for any injury or damage to persons or property upon its premises (so far as they are legally able to do so) sustained during the hire.

The Hirer shall agree to indemnify North Yorkshire County Council, its employees and agents and the school against all actions, proceedings, claims, damages, awards or costs in respect of loss, damage, death or personal injury during the period of hire or before or after that time unless such death or injury occurs as a result of the negligence or breach of duty of North Yorkshire County Council, the school or their agents or employees.

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The Hirer must be covered by public liability insurance policy with a minimum limit of £5 million including damage to the premises and its contents. It shall be necessary to produce documentary evidence of the cover when booking and, where the Hirer is proposing to offer a private paid-for activity for children, confirmation must be given that the maximum number of places being offered falls within any limits on numbers set out in their insurance.

The Governing Body may at its discretion waive this requirement where the Hirer is an individual or small informal group of individuals (not using the school buildings for commercial or business purposes) who **do not** fall within the following definition and are not able to obtain public liability insurance:

- Members of any club, association or society which operates by subscription or entry fee;
- Any charity or individual organisation, carrying on business with a view to profit.

### **Cancellation**

The Governors may end a booking arrangement by giving the Hirer 28 days written notice to expire at any time. The Governors may end the agreement immediately by notice given by them:

1. If at any time any payment due remains unpaid for more than 28 days or other after becoming due
2. If the Hirer fails to remedy any breach of any conditions as set out in the terms and conditions of hire after being required to remedy such breach by 28 days notice in writing
3. If the Hirer breaches any of the conditions as set out in the terms and conditions of hire which in the opinion of the Governors is incapable of being remedied and the Governors state this in a notice given by them
4. In extreme cases the Governors may terminate this agreement summarily without notice if it has been shown that the Hirer has not ensured that suitable arrangements are in place with regard to the safeguarding of children, vulnerable adults and child protection in line with the requirements of current legislation and any North Yorkshire County Council safeguarding procedures.

The school shall not be held liable or be required to pay compensation for any loss sustained as a result of or in any way out of the cancellation of the hire.

### **Appeals Procedure**

If a Hirer has a hire arrangement application rejected or agreement withdrawn they have the right to appeal to the Governing Body.

The appeal should be made in writing and will be presented at the next full meeting of the Governing Body.

The Hirer will be informed of any action and/or decision taken by the Governing Body.

The Governing Body's decision is final.

### **Complaints Procedure**

If a Hirer is dissatisfied with any aspect of the service they have received, they should at the earliest opportunity attempt to resolve this with the staff at the school. Every effort will be made to resolve disputes between parties quickly and effectively.

In the event of a dispute, the complainant should proceed in accordance with the school Complaints Policy as available on the school website.

### **Terms and Conditions for Use of School Premises**

All groups/organisations that use the premises are required to read these terms and conditions and agree to abide by them. This terms and conditions document will be signed by the Headteacher on behalf of the Governing Body of the School and the Hirer/nominated person from the hiring group/organisation and, where relevant, the Guarantor.

#### **Interpretation**

'The School' means the Governing Body of the School, its employees and agents.

'The Hirer' is the organisation or individual with whom the school is contracting.

#### **Purpose of Use**

1. The accommodation shall only be used for the purposes and within the hours stated on the application, as confirmed by the School. The Hirer shall be responsible for ensuring these conditions of occupation are observed and that there is no interference with the normal activities of the school.
2. The Hirer shall not assign or sublet the whole or any part of the benefit of this agreement.
3. No interference is to be made with school property/equipment/premises which do not form part of the hire arrangement.
4. Nothing in this agreement shall create a tenancy.

#### **Access**

5. The Governing Body or its representative has access to the areas subject to hire for the purpose of inspection.

#### **Health and Safety**

6. The Hirer must comply with all laws relating to the premises and the occupation and use of the premises by the Hirer including but not limited to Health and Safety legislation.
7. The Hirer is responsible for the effective supervision of the arrangements and activities in the premises during the period of hire and for the prevention of disorderly behaviour so as to ensure that no nuisance or annoyance arises to the occupiers of adjoining premises or neighbouring residents and shall behave reasonably at all times.
8. The school fire, emergency and evacuation procedures shall be forwarded to the Hirer (form H2) and it is the Hirer's responsibility to ensure that the whole party are aware of these procedures. The Hirer shall be required to take any precautions necessary to ensure the safety of those attending the period of hire, including ensuring the means of escape from fire are not blocked or impeded.
9. It is the Hirer's responsibility to ensure that there is someone present who is suitably qualified to deliver first aid in the event of an emergency.
10. The Hirer shall immediately inform the school of any emergency, accident or serious incident that occurs on the school premises. This shall be done in person and may require the applicant telephoning the caretaker (07973686690) or the Headteacher. The Hirer shall be responsible for reporting to the Health and Safety Executive any accident that arises from activities that it organises. Hirers shall inform parents of any emergency, accident or serious incident relating to the child. Hirers cannot rely on the school contact lists they must make their own arrangements to have this information at each session.
11. Hirers providing services to children, whether pupils at the school or others, must have policies and procedures in place to ensure children's safety, and must provide evidence of these to the school as required, i.e. Safeguarding Policy and Use of Mobile Phone Policy, CRB/ISA checks.

#### **Payment of Hire Charges and Deposit**

12. Hire charges shall be due and payable half a term before the first date of hire unless it is a party booking, which shall be paid by not later than the Friday before the party date. A refundable deposit as per the Scale of Charges set out in the current School Charging and Remission Policy must be paid in addition of the total hire amount.
13. The school reserves the right to require a deposit over and above the hiring charge as a surety against damage to the premises (including any equipment) or the premises being left in an unacceptable condition necessitating their incurring additional cost for cleaning, caretaking or other expense.
14. Failure to appear for a hire arrangement shall result in the cost of the booking being levied.
15. Whether or not the option to hire is actually exercised, payment must be made. For example, if the Hirer makes and pays in advance for a ten consecutive week booking but only uses the premises for eight weeks, the full charge for

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ten evenings is payable. There shall be no refund unless the reason for cancellation is due to school commitments / out of the control of the user group.

#### **Responsibility of the Hirer for Good Order and Safety**

16. The Hirer shall be responsible for any damage to the school property, equipment or buildings caused by them or their guests. The Hirer must report any such damage to the school immediately. The Hirer shall repay to the school, on demand, the cost of re-instating or replacing any part of the premises or any property on the premises which shall be damaged, destroyed, stolen or removed during the period of hire or prior or subsequent thereto if in relation to or by reason of the hiring. Any such costs will be in addition to the specified hire arrangements charges.

17. All preparatory and clearing away time must be accounted for in the period applied for. Should the booking overrun, the Hirer shall be charged at the hourly rate for every hour or part thereof over and above the agreed times.

18. The Hirer shall ensure that all accommodation is left in a clean and tidy condition at the end of the hire arrangement. Using litterbins and recycling facilities as appropriate will help this.

19. The Hirer must obtain express permission from the school to leave any equipment on the premises. Where permission is granted, the Hirer is responsible for any equipment they leave on the premises and shall ensure that such equipment is in good repair and after use, safely stowed away. Items no longer required by the Hirer, or deemed by the school/North Yorkshire County Council to be unsafe or beyond repair or else unsafely stored on the premises shall be promptly removed by the Hirer on demand. If such request is not complied with by the Hirer within 48 hours or school making the request, the items may be disposed of by the school/North Yorkshire County Council and the Hirer shall reimburse the school/North Yorkshire County Council for any expense incurred as a result.

20. The school shall not be responsible for any article brought or left in any part of the premises, or theft or loss of, or damage to vehicles parked in any car park provided.

21. The Hirer must ensure that all privately owned electrical equipment has a certificate of safety (Portable Appliance Test) from a qualified electrical engineer.

22. The Hirer shall comply with any reasonable instructions given by the Headteacher, premises Manager or other member of the school staff.

23. Alcohol is not allowed to be sold on the premises unless prior permission is given by the school and a licence obtained by the Hirer. Illegal drugs are not to be brought onto or consumed on the school premises.

24. There shall not be brought onto the premises anything of an inflammable, dangerous or noxious character.

25. Where the premises do not have a Public Entertainment Licence the Hirer shall be responsible for obtaining such a licence. Any fees for such licences are to be paid for by the Hirer.

26. The premises may not be used for games of chance, other than bingo, unless permission has been granted by the Governors in writing.

27. Smoking is not allowed on the school premises at any time.

28. Animals, other than Guide Dogs, are not permitted on the school premises without the prior written consent of the school.

29. The Hirer shall not make any alteration or addition to the premises and shall not affix any items to the premises.

#### **Conditions of Hire Specific to the Sports Hall/Gymnasium**

30. Outdoor footwear must not be worn in the sports hall/gymnasium. Non-marking footwear must be worn at all times.

31. No school games equipment may be used without permission. Any permitted use of sports or gymnasium equipment will be reliant upon an adult with recognised qualifications being personally in charge at all times of use.

32. The Hirer may bring their own equipment on to the premises at their own risk provided that it will not cause damage to the sports hall. The Governors reserve the right to inspect such equipment and to refuse to allow its use if, in the view of the Governors or the Head of PE, it constitutes a Health and Safety risk or a hazard to the fabric of the building.

33. Any costs incurred by the school in remedying any damage caused by the Hirer or by the use of their own equipment shall be recharged in full.

#### **Conditions of Hire Specific to Playing Fields during the Football/Rugby Season**

39. The length of time booked for the use of a pitch must include preparation time, full playing time including breaks in play for half time and time to clear the facilities.

40. During the football season, the condition of each pitch will be carefully monitored [on a weekly basis by the Grounds Staff so as to determine as early as possible whether a pitch can continue to be played.

*Let God's love shine as we care for each other and learn together.*

#### Charging and Remissions

41. The school shall ensure that pitches are marked out for the appropriate sport for which the facilities are being used and that all equipment such as goal posts conform to health and safety standards. The school shall ensure that the grass is at a suitable length for the sporting activity to take place.

42. The decision to cancel the use of a pitch, and so a hire arrangement, rests with the Headteacher and that decision shall be final and cannot be changed irrespective of the view of any referee. The Hirer will abide by the decision of the Headteacher and shall not permit their members to use the facilities once a cancellation has been notified. Any unauthorised use shall result in the termination of the hire arrangement agreement permanently.

**Indemnity and Insurance**

44. North Yorkshire County Council and the school disclaim liability for injury or damage to persons or property upon its premises (so far as they are legally able to do so).

45. The Hirer agrees to indemnify North Yorkshire County Council, its employees and agents and the school against all actions, proceedings, claims, damages, awards or costs in respect of loss, damage, death or personal injury during the period of hire or before or after that time unless such death or injury occurs as a result of the negligence or breach of duty of North Yorkshire County Council, the school or their agents or employees.

46. The Hirer must be covered by a public liability insurance policy with a minimum limit of indemnity of £5 million including damage to the premises and its contents. It shall be necessary to produce documentary evidence of the cover when booking and, where the Hirer is proposing to offer a private paid-for activity for children, confirmation must be given that the maximum number of places being offered falls within any limits on numbers set out in their insurance.

47. The Governing Body may at its discretion waive this requirement where the Hirer is an individual or small informal group of individuals (not using the school buildings for commercial or business purposes) who **do not** fall within the following definition and are not able to obtain public liability insurance:

- Members of any club, association or society which operates by subscription or entry fee;
- Any charity or individual organisation, carrying on business with a view to profit.

48. North Yorkshire County Council (Diocese or Trustees in the case of Voluntary Aided Schools) and the School shall maintain Public Liability insurance for third party injury and damage caused due to their negligence.

**Advertising**

49. No advertising shall be permitted except without the prior written consent of the school.

**Video Recording**

50. No video recordings may be made unless prior permission has been obtained. The School must be satisfied that the proper approvals have been received by the Hirer from all of the appropriate authorities, organisations and companies before that permission can be granted.

**Cancellation**

51. The school reserves the right to cancel the booking at any time without notice and without assigning any reason, but will endeavour to give as much notice as possible. Neither North Yorkshire County Council nor the school will be liable for the provision of alternative accommodation or be liable for any compensatory payment. In such circumstances, the school shall refund any monies paid in respect of the hire arrangement so cancelled but shall not be responsible for any loss or expenditure whatsoever in relation to the hire arrangement which the Hirer may have incurred or be liable to pay. The school reserves the right to refuse any application for hire as it may deem fit, or withdraw permission for any hire arrangement at any time.

52. If the facilities/equipment hired are not fully available for the duration of the booking or if the booked activity is prevented from taking place due to circumstances that were not informed to the Hirer prior to commencement of the hire arrangement, the school shall refund the monies paid for that booking.

53. If the Hirer, after the acceptance of a confirmed booking, cancels their booking 10 or more working days before the date of the booking, the full fee and deposit shall be refunded to the Hirer. If less than 10 working days' notice is given, only 50% of deposit shall be returned. If less than 5 working days' notice is given by the Hirer, there shall be no refund of the deposit. The school can, at their own discretion, overrule these in exceptional circumstances.

54. The applicant shall complete all relevant paperwork in a true and accurate way. False information may lead to an application being terminated.

55. The applicant agrees to comply with the additional terms and conditions set out in the Hire Arrangements Policy, a copy of which has been provided to the applicant.

AGREED by the School and the Hirer on the date set out in the Hire Arrangements Contract letter

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Signed by The Headteacher on behalf of the Governing Body of Kirk Smeaton Primary School

.....

Signed by [insert Position]  
Authorised signatory of [insert name of Organisation]